



Usmc Contracts 101

**USMC Regional Contracting Office
NATIONAL CAPITAL REGION (rco-ncr)**



Welcoming Remarks

- Breaks
 - 10 Minutes on the hour.
- Facilities
- Lunch
 - 1 hour
- Questions/Remarks
- Critiques
 - Please complete to improve class.
- Certificate of Completion (CLPs)



OVERVIEW

USMC CONTRACTS 101

- I. RCO Organization and Mission
- II. Acquisition Planning (Pre-Award Phase)
- III. Acquisition Execution (Award Phase)
- IV. Contract Administration (Post-Award Phase)
- V. Economy Act Determinations & Findings
- VI. Contractors in the Workplace, Ethics, and Intellectual Property (IP)



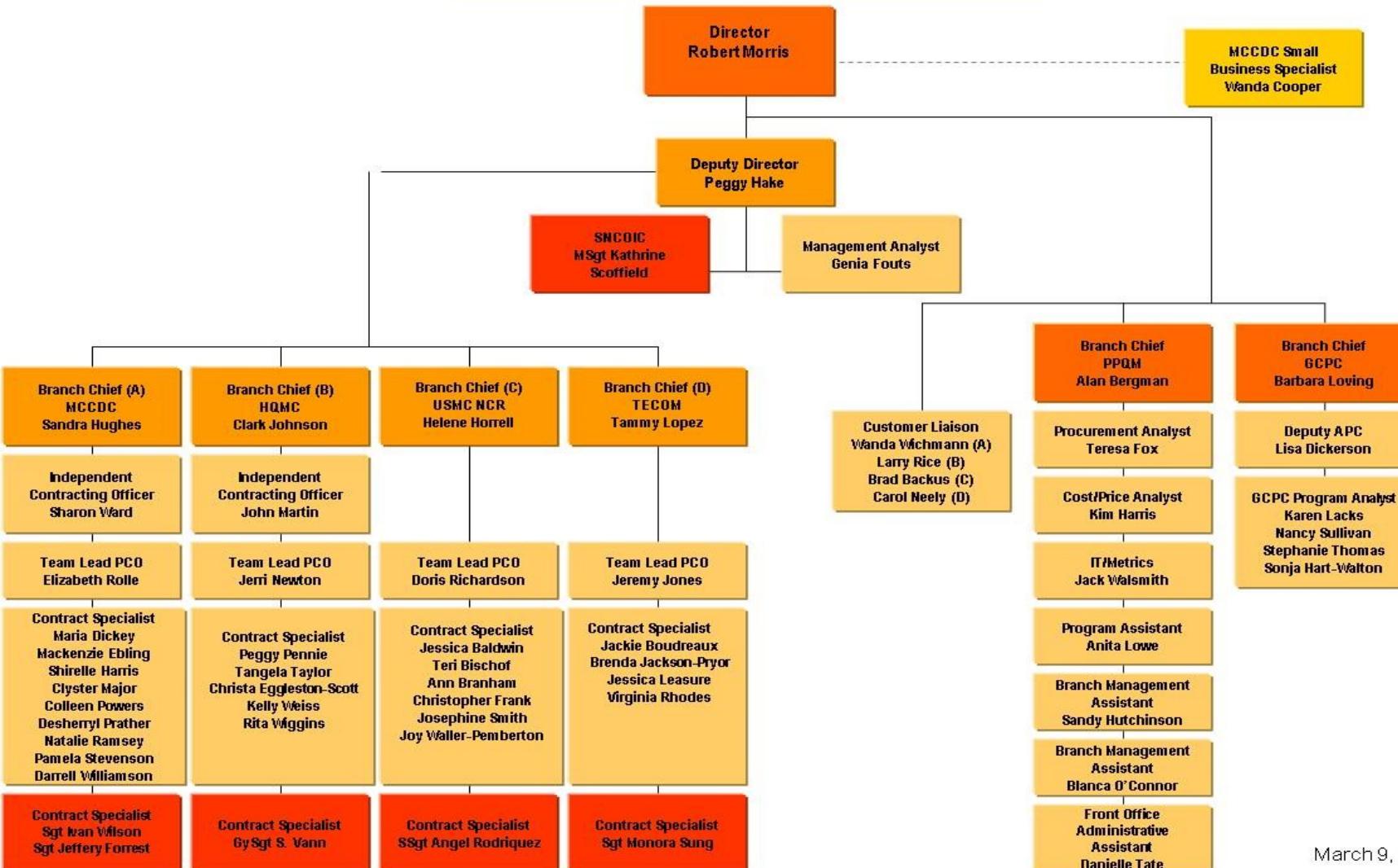
Part I

Regional Contracting Office organization and mission



RCO ORGANIZATIONAL CHART

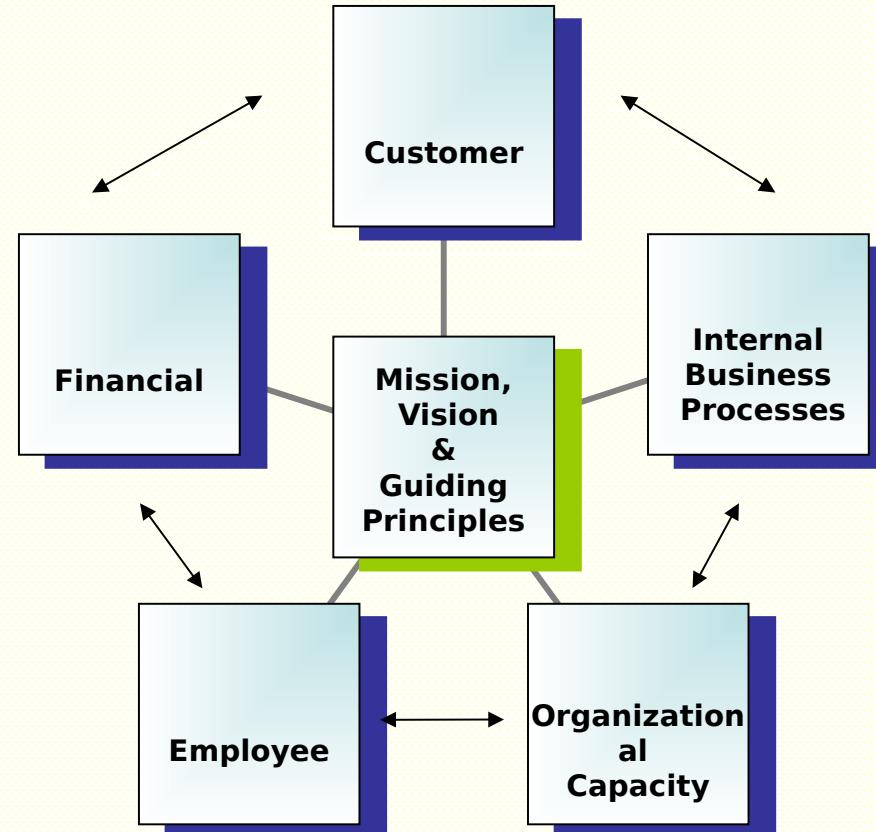
Marine Corps Regional Contracting Office-NCR Quantico, VA



March 9, 2011



RCO Perspective





RCO-NCR Mission, Vision, and Principles

- **Mission:** To provide Quality Contracting support through efficient and effective procurement of supplies and services. Implementing innovative and streamlined processes to support our customer's missions.
- **Vision:** To be recognized throughout the United States Marine Corps as an innovative and competitive model of excellence for procurement, focusing on customer satisfaction, timeliness, and professional integrity.
- **Guiding Principles:**
 - (1) our most valuable resource is our people which requires an investment of time, training, encouragement, and empowerment;
 - (2) openness to customer feedback is vital to continuous improvement and communication;
 - (3) sound business practices that enable meeting customer expectations;
 - (4) sound business judgment in application of procurement policies and regulations;
 - (5) source selection processes that insure quality vendor selection; and
 - (6) continual search for, and use of, streamlining initiatives to produce a quality product in a timely manner.



RCO customer liaisonS

Team A

MCCDC, MCB, MCWL, MSG BN and CBIRF

- Ms. Wanda S. Wichmann
703-784-2326

wanda.wichmann@usmc.mil

Team B

HQMC

- Mr. Larry Rice
703-693-1961

lawrence.rice@usmc.mil

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RCO customer liaisonS

Team C

MCRC, MCNOSC, MCIOC, MBW 8th & I, MCIA, MCOTEA, HH & MCSC

- Mr. Bradford Backus
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Team D

TECOM

- Ms. Carol Neely
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-



RCO-NCR Critical Partners

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- Mr. Mark Romano
Associate Counsel, HQMC
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Other Resources

- HQMC Contract Management Process Guide (I&L)
<http://www.hqmc.usmc.mil/cmpg/>
- **RCO-NCR's Web Page:**
<http://www.quantico.usmc.mil/activities/?Section=RCO>



RCO-NCR Customer Desk Guide

UNCLASSIFIED

Headquarters, U.S. Marine Corps



**USMC Regional Contracting
Office – Northeast
(RCO-NE)**

RCO CUSTOMER DESK GUIDE

30 January 2009



RCO-NCR Close Out Process



UNITED STATES MARINE CORPS
MARINE CORPS COMBAT DEVELOPMENT COMMAND
3300 Russell Road
QUANTICO, VIRGINIA 22134-5001

Canc: Oct 11

CDCBul 4200
C 20
OCT 28 2010

COMBAT DEVELOPMENT COMMAND BULLETIN 4200

From: Commanding General
To: Distribution List

Subj: REGIONAL CONTRACTING OFFICE - NATIONAL CAPITAL REGION
(RCO-NCR) FISCAL YEAR 2011 (FY11) PROCUREMENT REQUESTS
(PR) SUBMISSION AND CLOSEOUT GUIDANCE

Ref: (a) Federal Acquisition Regulation
(b) Navy Marine Corps Acquisition Regulations
Supplement
(c) CDCBul 7100 Fiscal and Supply Closeout Instructions

1. Purpose. To establish guidelines for the timely submission of PRs to support the opportune procurement of supplies and services for FY11 in accordance with the references.

2. Background. A complete, fully-funded PR is a mandatory requirement for procurement of supplies and services. PRs are staffed, approved, and accepted by the Director, RCO-NCR using the PR Builder electronic workflow management system. In order to assure timely award of a contract, all PRs coming into the RCO-NCR must be a complete, fully-funded requirement package. This means that the PR must have the associated funding and all supporting documentation to justify the request. If not, the PR will be disapproved and sent back to the Requirements Official.

3. Information. The RCO-NCR has customer liaisons that are available to assist in building requirements packages and should be utilized as needed. Any clarifying information that needs to be addressed should be brought to the attention of the customer liaison. Customer liaison contact information is available on the RCO web page at
<http://www.quantico.usmc.mil/activities/?Section=RCO>.

a. Time Requirements. There are numerous actions/requirements that affect the timeliness of contract awards. Both the customer and the contracting officer play an important role in minimizing the time needed to complete these contract actions.



UNCLASSIFIED

Questions AND THANK YOU





Part II

ACQUISITION Planning

(pre-award phase)



Fundamental Principles

1. The Requiring Official (RO) is responsible for the program. The RO and Contracting Officer are jointly responsible for ensuring that the contract represents a business arrangement that meets the requirements of the program.
2. Funds must be available before the contract is created. Otherwise, it is an ~~Anti Deficiency Act (ADA)~~ violation.

3. Duly "warranted" Contracting Officers have exclusive authority to:

- Enter into, make changes/modifications or terminate contracts.
- Approve "Determinations and Findings" and documents.

4. Only the Contracting Officer or person(s) identified in the contract can give the Contractor direction under the terms and conditions of the contract.
5. The Government and Contractor are obligated to do what the contract says, unless it is legally modified.
6. You should get what the contract says you will get and you need to verify it.



Regulation-Based Federal Procurement Environment

- Federal Acquisition Regulation (FAR) governs the federal procurement process.
- DoD supplement to the FAR (the DFARS) provides guidance specifically for the DoD environment.
- FAR consists of 53 parts, and the DFARS supplements 47 of those parts.
- Marine Corps Acquisition Procedures Supplement (MAPS).
- Navy Marine Corps Acquisition Regulation Supplement (NMCARS)





Regulation-Based Federal Procurement Environment

- Over 600 laws affecting Contracting.



- Bottom Line: To successfully navigate the regulations and statutes, seek expertise.



Statutes

- FASA: Federal Acquisition Streamlining Act.
- SBA: Small Business Act.
- SCA: Service Contract Act.
- JWOD: Javits Wagner O'Day Act.
- DBA: Davis Bacon Act.
- CICA: Competition in Contracting Act.
- FARA: Federal Acquisition Reform.
- Procurement Integrity Act



Contracting Officers

- The authorized agent for the Government (fulfills Law of Agency)
- A person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings.
- Fiduciary responsibility (based on trust and confidence) with the Principal (U.S. Government)
- CO's have "express authority", based on the issuance of a Contracting Officer "Warrant"



Contracting Officer's Role After Contract Award

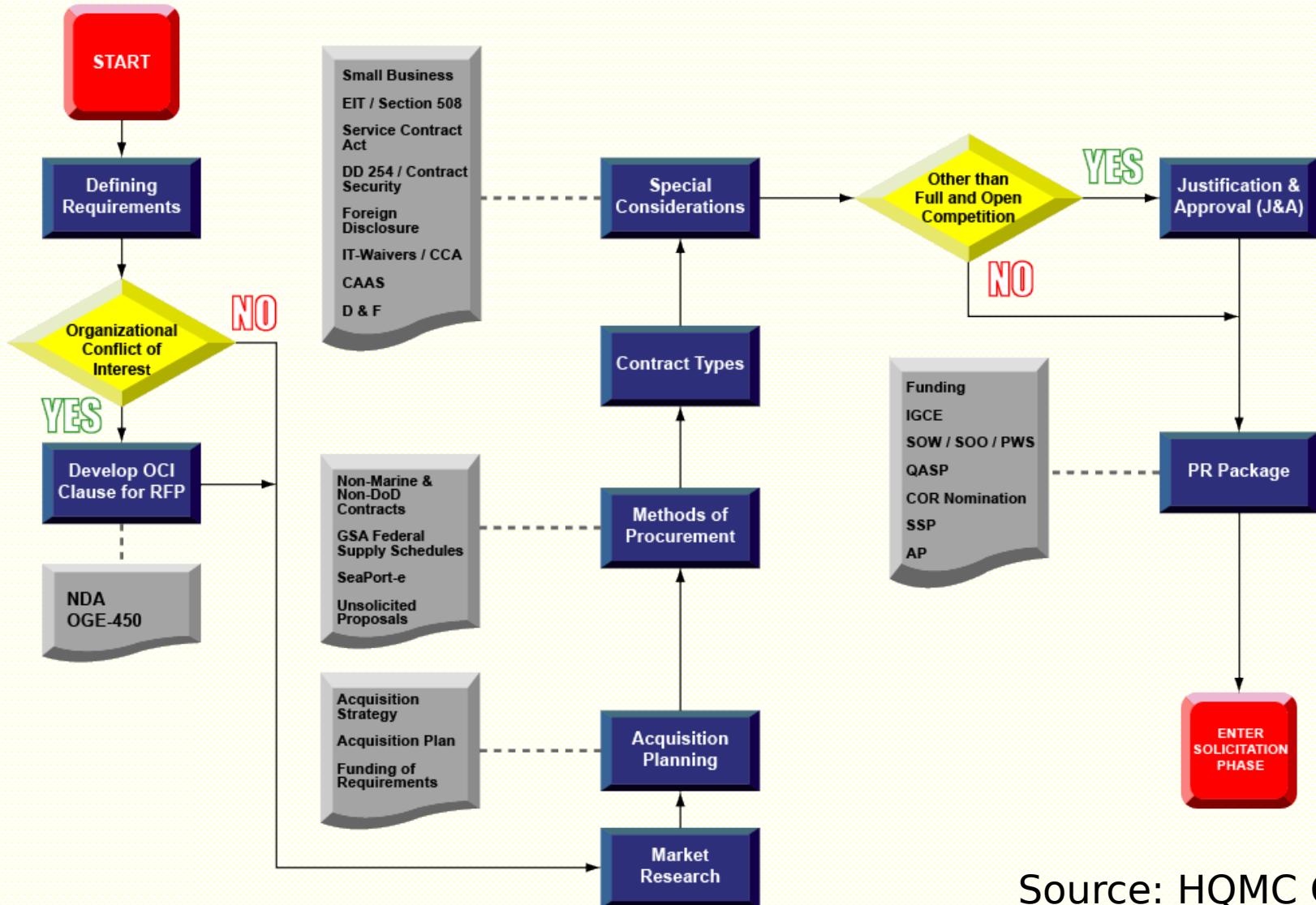
- To Protect the Integrity of the Contractual Agreement
 - Full Performance to Specifications
 - The strict compliance standard
 - Obtain Consideration for Less-Than-Full Performance
 - Hold Contractor Responsible for its Failures
 - Make Certain Government Performs its Obligations
 - Preclude Issuance of Unnecessary or Excessively Priced Change Orders or Contract Modifications
 - Fair and Impartial arbitration for disputes that arise



Requiring Official (RO)

- The RO is an active participant in the process and is **responsible to the Contracting Officer** for the proper discharge of assigned duties.
- RO is responsible for the proper exercise of authority; the identification, definition and funding of an official Government requirement, which is defined as an inherently Governmental function.
- The Contracting process **begins with a fully ready requirements package (PR)**. This is the RO's responsibility to ensure package is complete.

Procurement Planning



Source: HQMC CMPG

REQUIREMENTS DETERMINATION

Beginning Stages Planning

Market Research

Form Integrated Product Team (IPT):

- Subject Matter Experts (SME)
- Small Business Office

- Contracting Officer
- Technical Evaluation Team

ACQUISITION PLANNING

THE SOLICITATION

RCO receives fully completed requirement package

SOURCE SELECTION

Advertise & Synopsize
Review Proposals

NEGOTIATION

CONTRACT AWARD

CONTRACT PERFORMANCE

The Federal Acquisition Process (Road map)

Contract Administration
During the life of the contract

CONTRACT CLOSEOUT

CPARS
Final Payment



PR Requirements Package

#	Document Name	PR Under \$150K	PR over \$150K	PR over \$10M	PR over \$50M
1	Funding Document (PR Document) entered into PR Builder	X	X	X	X
2	Acquisition Plan (with IGCE, QASP, & Source Selection Plan included)		X	X	
	Acquisition Strategy (with IGCE & QASP included)				X
3	Performance Statement of Work (PWS) or Statement of Work (SOW)	X	X	X	X
4	Technical Evaluation Criteria (for competitive PRs only)	X			
5	Signed Non-Disclosure Agreement (NDA) by each Technical Evaluation Member	X	X	X	X
6	Contracting Officer's Representative (COR) Nomination Letter with COR Training Certificate Attached. (for Service requirements)	X	X	X	X
7	Wide Area Work Flow Point of Contact (POC)	X	X	X	X
8	Sole Source Memo	X			
	Justification & Approval (J&A) (only required if non-competitive)		X	X	X
	Limited J&A when using GSA schedule		X	X	X
9	Market Research	X	X	X	X
10	DD Form 254: Security Classification Form (if applicable)	X	X	X	X
11	Source Selection Plan				X
12	IT Waiver (if applicable)	X	X	X	X
13	Organizational Conflict of Interest (OCI)		X	X	X



Purchase Request/ Procurement Request (PR)

- Purchase Request/Procurement Request (PR)
 - These terms are often used interchangeably. Sometimes the term "funding document" is used, as PRs also carry funding citations used for the proposed contracting action.
- PR should have the following essential elements:
 - A description of what is to be acquired.
 - A fund citation or other statement of funds availability.
 - The date by which the items or services are required.
 - Where the items or services are to be delivered or performed.
 - A point of contact at the requiring activity.
 - Authorized signatures.
 - Any other information that will help the contracting office to process the PR, such as names and addresses of recommended sources.
 - Independent Government Cost Estimate (IGCE)



PR Builder

- PR Builder is the Marine Corps online Procurement Request (PR) application. It can be utilized from anywhere in the world where Internet access is available and Internet Explorer installed. All PRs above the micro-purchase threshold (\$3,000) and procurements that cannot be procured using the credit card must be initiated using this application.

<https://www.prbuilder.navy.mil>



The logo for the PR Builder application. It consists of a dark blue header bar with the text "Online Procurement Request Application" in white. Below this is a grey footer bar with the text "PR ★ BUILDER" in large, bold, black letters. A yellow five-pointed star is positioned between the "PR" and "BUILDER" text.

- For help with PR builder, contact MSgt Kathrine Scoffield, 703-784-2808, kathrine.scoffield@usmc.mil



Acquisition PLAN

- The Acquisition Plan document is completed by the Requirements Official and the Customer Liaison, with input from the Contracting Officer.

**ACQUISITION PLAN/SSP
MARINE CORPS COMBAT DEVELOPMENT COMMAND
CAPABILITIES DEVELOPMENT DIRECTORATE
TECHNICAL SUPPORT**

This Acquisition Plan (AP) documents the coordinated business decision between the Requirements and Contracting Offices on the best acquisition approach to this procurement. This document satisfies the acquisition strategy requirements in DASN(A&LM) memo of 01 December 2006 titled 'Department of the Navy (DoN) Management and Oversight Process for the Acquisition of Services (Revised) (MOPAS 2)' and documents for USMC I&L Contracting Officers and Program/Project Managers the information required by MOPAS 2 to obtain approval for all service actions greater than \$100,000. This AP also satisfies the Acquisition Plan content requirements as identified at Federal Acquisition Regulation (FAR) 7.105 and Defense Federal Acquisition Regulation Supplement (DFARS) 207.105.

REPORTING INFORMATION:

- A. Requiring Activity: Capabilities Development Directorate (CDD)
- B. Requisition Number:
- C. Contracting Office: Regional Contracting Office National Capital Region (RCO-NCR), Marine Corps Base, Quantico, VA 22134
- D. Solicitation Number:
- E. Program Name: Expeditionary Force Development System Technical Support

1. REQUIREMENTS DEVELOPMENT AND MANAGEMENT:

- a. Requirement, Outcomes, and Measurements.
 - i. The period of performance is one (1) base year and four (4) option years.
 - ii. The NAICS code selected is 541611, Administrative Management and General Management Consulting Services. This NAICS was selected for the administrative, programmatic, analytical and technical expertise required to fulfill the contract.

The overall objective of this requirement is to provide technical, programmatic, and acquisition assistance to the Marine Corps Combat Development Command (MCCDC), Capabilities Development Directorate (CDD). The scope includes the support to the Command & Control Integration (C2) Division, Intelligence Integration (INTEL) Division, Logistics Integration (LOG) Division, and the Marine Air Ground Task Force Integration (MAGTF) Division. This acquisition strategy describes the requirements, proposed



Acquisition PLAN (CONt.)

- Also included in the Acquisition Plan is the Independent Government Cost Estimate (IGCE) and Quality Assurance Surveillance Plan (QASP).

SAMPLE

ACQUISITION STRATEGY (AS) IGCE							
PROGRAM NAME: PR#: MXXXX-XX-XX-XXXX (Program Office Completes)							
INDEPENDENT GOVERNMENT COST ESTIMATE (IGCE)							
ESTIMATED LABOR HOURS							
CONUS				OCONUS			
Base Year	Est Total Hours/ Wk	Est Total Work Wks*	Est Total Hours	Base Year	Est Total Hours/ Wk	Est Total Work Wks	Est Total Hours
Engineer II	40	47	1,880	Engineer II	40	47	1,880
Tech I	40	47	1,880	Tech I	40	47	1,880
Tech I - OT	6	47	282	Tech I - OT	20	47	940
TOTALS			4,042	TOTALS			4,700
Option X	Est Total Hours/ Wk	Est Total Work Weeks	Est Total Hours	Option X	Est Total Hours/ Wk	Est Total Work Weeks	Est Total Hours
Engineer II	40	47	1,880	Engineer II	40	47	1,880
Tech I	40	47	1,880	Tech I	40	47	1,880
Tech I - OT	10	47	470	Tech I - OT	20	47	940
TOTALS			4,230	TOTALS			4,700
Option X	Est Total Hours/ Wk	Est Total Work Weeks	Est Total Hours	Option X	Est Total Hours/ Wk	Est Total Work Weeks	Est Total Hours
Engineer II	40	47	1,880	Engineer II	40	47	1,880
Tech I	40	47	1,880	Tech I	40	47	1,880
Tech I - OT	10	47	470	Tech I - OT	20	47	940
TOTALS			4,230	TOTALS			4,700
CONUS/ OCONUS TOTAL							
8,742							
8,930							
8,930							

*Note: Estimated total work weeks is based on 52 wks/yr less 3 weeks combined sick/annual leave.
Exempt employees may be entitled to more time off.

SAMPLE



IGCE

- **Independent Government Cost Estimate** (IGCE) is a detailed analysis of the various cost elements associated with the acquisition that is used to estimate its cost or price. The IGCE may also be referred to as the Independent Government Estimate (IGE) or Independent Cost Estimate (ICE).



Independent government cost estimate (IGCE)

- Acquisitions will require a detailed Independent Government Cost Estimate
- Typically includes a breakout of the components that make up your acquisition (labor, other direct costs, material, handling, overhead, general & administrative costs, profit or fee, and other categories) with the cost and amount (i.e. 1000 hrs of Computer Engineering Labor multiplied by month for the applicable year of the contract). The detailed Government Estimate is the estimate of the resources (number of personnel and work hour and kinds and quantities of other direct costs) and the estimated cost of these resources that would be incurred in the performance of the contract. The detailed Government Estimate should provide a detailed estimate of each contract line item (CLIN) for each period of performance and summarize the CLIN and performance period estimates into a total. This detailed estimate can be a useful tool in establishing a pre-negotiation objective



IGCE Continued

- **Who Makes the Independent Government Cost Estimate (IGCE)?**
 - The requiring activity develops the Independent Government Cost Estimate.
- **How Do You Use It?**
 - The Government estimate should be used to justify the price by comparing the Government estimate to the proposed prices. The predominant areas of interest would concern staffing levels and if the information is available, other direct costs. Line item prices proposed by period compared to the Government estimate are a key indicator of realism, reasonableness and/or unbalanced prices.



IGCE Continued

- The IGCE Must Be: Example RFI
 - Current and valid and more importantly, reliable. The Contracting Officer uses the IGCE of the program's cost for comparison to the proposal.
 - If a difference exists between the Government estimate and the proposed price, this should result in a closer technical evaluation to ensure that the proposed costs or prices are sufficient for the offeror to meet the technical requirements.



IGCE IS “FOUO”

- Except as specifically provided for in FAR 3.104-5, **no person or other entity may disclose contractor bid or proposal information or Source Selection information to any person other than a person authorized in accordance with applicable agency regulations or procedures.** The Government Estimate contains negotiation sensitive information from both the Government and the Contractor and must be safeguarded from being **accidentally released or disclosed.** Therefore, mark the unclassified document containing FOUO information **"For Official Use Only"** at **the top and bottom** of the face or cover page, and on the bottom of each page containing FOUO, including the back page or cover. This should be capitalized and in bold format. Also, mark other records or attachments such as computer printouts, slides, etc. **"For Official Use Only"** so the receiver or viewer knows the record contains FOUO information.



QASP

- The **Quality Assurance Surveillance Plan** (QASP) details how and when the Government will observe, test/sample, evaluate, and document Contractor performance. The QASP and the Contractor's Quality Control Plan work together to ensure project performance standards are met. The QASP is written concurrently with the PWS because what is written into the PWS influences what is put into the QASP. Additionally, development of the QASP will force the acquisition team to make sure that outputs and procedures in the PWS are measurable (example attached).



PWS vs. SOW

Performance Work Statement (PWS)

- A PWS emphasizes outcome.
- Using a PWS will usually lead to a simplified contract administration process. Rather than having to monitor the Contractor's performance as to how well they comply with a Government- defined process, our interest is now focused on the acceptability of a performance outcome.
- The application of positive and/or negative incentives can also result in reduced prices and a higher level of customer satisfaction.

A PWS is based on the idea that the best way to motivate a Contractor is to shift the responsibility for achieving acceptable performance from the Government to the Contractor. This is done by allowing the Contractor to devote the resources and intelligence necessary to make its own ideas work.

Statement of Work (SOW)

- The Statement of Work (SOW) describes the work to be performed or the services to be rendered, defines the respective responsibilities of the Government and the Contractor, and provides an objective measure so that both the Government and the Contractor will know when the work is complete and payments are justified. The SOW defines requirements that are reasonable and necessary; it does not merely repeat commercial specifications from a preferred source.

How the SOW is written affects the entire acquisition cycle. It determines the type of contract we award, it influences the number and quality of proposals we receive, and it serves as a baseline against which to evaluate proposals and, later, Contractor performance. It is the key element in shaping and directing all three stages of the acquisition cycle: planning, executing, and assessing.



Performance WORK statement

- Do not use special fonts or formats (bold/italics) because this makes it harder for the Contract Specialist to enter into the Procurement Desktop – Defense PD² system.

Performance Work Statement (PWS) Template

Template Version October 2009

Tailor all aspects of this template to the individual acquisition and ensure that any template areas providing sample language or instructions (e.g. italicized and/or red language) are deleted prior to submission.

PERFORMANCE WORK STATEMENT (PWS)

1. **Scope.** This section includes a brief statement of what the PWS should cover. The scope paragraph defines the breadth and limitations of the work to be done. In some cases, the use of an introduction, background, or both, is preferred. Separate indentures under this Section are used in PWS to accommodate complex acquisitions requiring lengthy background information. Background information should be limited to only that information needed to acquaint the proposer with the basic acquisition requirement. The items listed below should not be included in the Scope Section.

- a. Directions to the contractor to perform work tasks.
- b. Specification of data requirements.
- c. Description of deliverable products.

2. **Applicable Documents.** Military handbooks, government instructions, service regulations, technical orders, and policy letters, as a type, are not written in language suitable for contract application. In the event requirements of these documents must be included in a PWS, excerpts only should be used and should be made into either a clear task statement or a clear reference statement for guidance only, and not for contract compliance. Any documents identified in this section of the PWS should have the specific version referenced, i.e. by date or by revision letter.

3. **Tasks.** Specific work tasks are called for in this section.

[Full Screen](#) [Close Full Screen](#)

4. **Contractor Quality Assurance.** This section specifies requirements for the contractor's inspection system. It specifies particular inspections and tests which the contractor must perform. It specifies particular inspection records which the contractor must maintain. The inspection of services clause in a government service contract requires that the contractor maintain an inspection system that is acceptable to the government. If the buyer has particular requirements for the contractor's inspection system, this section is the place to specify them

Note:

1. There is no specified format.
2. Describe the work in terms of the required results rather than either how the work is to be accomplished or the number of hours to be provided.
3. Enable assessment of work performance against measurable performance standards.



STATEMENT OF WORK

Generic Statement of Work (SOW) Template

Template Version October 2009

Tailor all aspects of this template to the individual acquisition and ensure that any template areas providing sample language or instructions (e.g. italicized and/or red language) are deleted prior to submission.

The Statement of Work (SOW) format herein is only meant to be a guide and is not necessarily all-inclusive; as such, contents should be tailored to the requirement. Consult your MCFCS Contracting Officer and the Contract Management Process Guide (CMPG) for further guidance.

You will need to prepare a SOW, for instance, when acquiring a service but not relying on the Contractor's commercial description to define the requirement. In this situation, purchasers are tailoring the commercial services performed by the Contractor (e.g., program management services) to meet a particular Government need (e.g., management of a process improvement program).

SOW Format

- [Background](#)
- [Objectives](#)
- [Scope](#)
- [Tasks](#)
- [Delivery](#)
- [Government-Furnished Property \(GFP\)](#)
- [Security Considerations](#)
- [Travel](#)
- [Special Material Requirements](#)
- [Other Unique Requirements and Considerations](#)
- [Place of performance](#)
- [Period of performance](#)

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Background

Identified as the "Introduction," this section provides information needed to acquaint the reader with the basic acquisition situation. The background information may:

- Identify the requirement in very general terms;
- Describe why the project is being pursued and how it relates to other projects;



Evaluation Criteria

- Factor 1 - Technical Capability
- Factor 2 - Performance Execution and Management
- Factor 3 - Past Performance
- Factor 4 - Price



Technical Proposal

- The technical proposal shall include procedures to detail the method for control procedures to detail processes and procedures to meet the requirements of the PWS.
- Clarity, completeness, and conciseness are essential. The overall quality of the Technical Proposal will be evaluated in the context of being representative of the Offeror's capabilities.
- The offeror shall demonstrate the ability, resources and experience required to perform the requirements in the PWS to include the detailed procedures and methods to be used.
- The offeror shall demonstrate a thorough understanding of the requirements of the PWS and provide a plan to accomplish the work including a milestone chart depicting timelines for major elements of progress.
- The offeror shall also demonstrate they have the appropriate mix of experienced personnel to provide the services.



Past Performance

- The Offeror and any subcontractors may provide three (3) references for contracts or subcontracts currently ongoing or completed within the last two (2) years that are either directly related or similar in scope, magnitude, and complexity to the requirement of the solicitation.
- Contracts listed may include those entered into with the Federal Government, agencies of state and local Governments, and commercial customers performed by the Contractor or proposed subcontractor. Offerors that are newly formed entities without prior contracts should list contracts and subcontracts in which key personnel proposed for this effort were directly involved.
- The following information must be included for each reference:
 - (1) Name of contracting/commercial activity
 - (2) Contract/task order number
 - (3) Contract/task order type
 - (4) Dollar Value
 - (5) Status
 - (6) Any issues that may have arose & their solution.



Price proposal

- The offeror shall provide sufficiently detailed cost information to allow the Contracting Officer to determine the reasonableness of the proposed price. At a minimum, the information must include labor categories and hours, other direct costs, direct rates, indirect rates, G&A and fee.
- A Defense Contract Audit Agency (DCAA) point of contact, with a current email address, may be provided for the prime and each subcontractor. For bidding purposes the Offeror should use the following estimates for material and travel line items and apply your applicable indirect burdens as appropriate for your cost accounting standards.



Non-Disclosure Agreement (NDA)

- For the Non-Disclosure Agreement (NDA), you are required to modify the template and sign.

NONDISCLOSURE AGREEMENT AND STATEMENT OF FINANCIAL INTEREST FOR XYZ ACQUISITION

I understand that in connection with my participation in the XYZ acquisition, I may acquire or have access to information relating to any aspect of that acquisition. I hereby agree that I will not discuss with or reveal to any representative of any governmental entity, business organization, other entity, or any individual person (except persons specifically authorized by the Procuring Contracting Officer (PCO), either within or outside the U.S. Government, any aspect of the XYZ acquisition. The term "any aspect of the XYZ acquisition" includes, but is not limited to, information contained (or to be contained) in any acquisition documentation created by the United States Navy pursuant to FAR Subpart 7.1, DoD Directive 5000.2, DoD Instruction 5000.2, DoD Regulation 5000.2 R, or SFCNAVINST 5000.2B, requests for quotations/proposals, source selection information (as that term is defined in FAR § 2.101), trade secrets and other proprietary information (18 U.S.C. §§ 1832, 1905), the number and identity of Government personnel involved, and the schedule of key technical and acquisition events in the acquisition process. Except as specifically authorized by the PCO, release of such information is not authorized. I agree that this obligation shall continue both during the period of my current participation and thereafter.

I recognize that a significant factor in the successful and proper completion of the XYZ acquisition is the strict confidentiality observed by all participants in the various evaluation, review, and discussion groups concerning all of the activities and procedures involved in acquisition development, and that failure to comply with those requirements may compromise the award decision. I acknowledge that the unauthorized release of acquisition information may result in the termination of my participation in this acquisition. Furthermore, I am aware that the unauthorized release of such information may subject me to criminal and civil penalties and adverse personnel actions.

In the event that I release any information described above or become aware that someone else has released such information, I agree to so advise the Contracting Officer. When advising the Contracting Officer, I will provide him/her with the following information: (1) the business organization or other entity, or individual person, to whom the information in question was divulged, (2) the identity of the person that disclosed the information, and (3) the content of the information.

I further affirm that if I am notified of the identity of offerors, their subcontractors, joint venture partners, and team members by whatever means, I will (1) disclose to the Contracting Officer and to HQMC Office of Counsel whether I or any member of my immediate family* have any holdings or interest whatsoever in any offeror, their subcontractors, joint venture partners, or team members, and (2) if I or a member of my immediate family* acquire holdings or interest in any offeror, their subcontractors, joint venture partners, or team members, notify the Contracting Officer and will not participate in any aspect of the XYZ acquisition unless authorized to do so by the Contracting Officer and HQMC Office of Counsel. If I am an HQMC employee and have been required by the Contracting Officer to complete the OGE Form 450 or SF 278, a copy of my most recent OGE Form 450 or SF 278 is on file or is to be submitted prior to my participation in the XYZ acquisition.

Signature and Date _____

Organization and Department/Office Code _____

Printed Name _____

Phone Number _____

* The interest of a spouse, minor child, or other member of the employee's immediate household is reported in the same manner as an interest of the employee.



Contracting officer's Representative (COR)

- What is the COR?
 - Non-contracting person (no contractors)
 - Given the chief role in technical monitoring and administering the PWS or specification of a contract
- Source of Authority
 - Specified by the Procuring Contracting Officer (PCO) in letter of designation
 - Revocable



COR's Duties

- Act as Procuring Contracting Officer's (PCO's) technical representative
- Inspection and Acceptance
- Labor Relations
- Contract Modifications
- Payments
- Scheduled Surveillance
- Safety and Environmental Monitoring





COR Training

- A Contract Officer Representative (COR) must take COR training.
- COR Training is based on the contract category
 - Type A: fixed price, low performance risk requirements
 - Type B: Other than fixed price, low performance risk requirements,
 - Type C: Unique requirements that necessitate a professional license, higher education, or specialized training
- The Requiring Official is an excellent candidate to be the assigned COR under an awarded contract, but is not mandatory.



COR Nomination letter

- A Contracting Officer's Representative (COR) must be nominated to act as the eyes and ears of the Contracting Officer (CO).

4200

FROM:

TO: Regional Contracting Office – National Capital Region,
(RCO-NCR) 2010 Henderson Road, Marine Corps Base (MCB),
Quantico, VA 2134

SUBJ: NOMINATION OF CONTRACTING OFFICER'S REPRESENTATIVE
(COR) FOR CONTRACT M00264-10-C-XXXX

Ref: (a) DFARS 201.6 Contracting Authority and
Responsibilities
(b) FAR 37.1 Service Contracts

PART I: NOMINATION OF INDIVIDUAL

The following individual is hereby nominated to perform the duties of COR on Contract M00264-10-C-XXXX.

COR NAME:

COMPLETE OFFICE SYMBOL: _____

TELEPHONE NUMBER: _____

PART II: QUALIFICATIONS OF NOMINEE

1. The above individual is familiar with pertinent contract clauses such as changes, inspection and acceptance, Government Furnished Property, termination, and the concepts of excusable and nonexcusable delays in contract performance. This individual possesses the necessary ability to analyze, interpret, and evaluate factors involved in contract administration. This individual has the technical and administrative abilities and the required security clearance commensurate with the proposed COR duties. The individual's integrity and adherence to the Standards of Conduct (DoD Directive 5500.7), the Joint Ethics Regulation (DoD 5500.7-R), and the Procurement Integrity Act (FAR 3.104) are above reproach. In addition, the nominee has the time available to adequately perform such duties and will be afforded all necessary resources such as equipment, supplies, and training to perform the designated functions.
2. The nominee and the nominee's supervisors understand the importance of performance of the designated functions.
3. The nominee's performance of designated functions will be addressed as part of the individual's performance assessments.



Wide Area Work Flow POC Information

- All contracts are paid thorough Wide Area Work Flow (WAWF) .
- WAWF Training Available online at <http://www.wawftraining.com/>
- POC for questions is Ms. Anita Lowe, 703-432-1668, anita.lowe@usmc.mil



JUSTIFICATION & APPROVAL UNCLASSIFIED

(J&A) Overview

- J&A is a written document to explain why a requirement is not being competed in accordance with the Competition in Contracting Act of 1984 (CICA).
- CICA requires, with limited exceptions, that Contracting Officers promote and provide for full and open competition in soliciting offers and awarding Government contracts over the Simplified Acquisition Threshold of \$150,000.



levels of competition

1. Full and open competition:

- All responsible sources are permitted to compete.
- Preferred form of contracting.

2. Full and open competition after exclusion of sources:

- Used when the Government excludes certain potential sources from consideration in order to establish or maintain alternative sources.
- Most common examples are various small business set-asides.

3. Other than full and open competition:

- Least competitive, least desirable.
- Examples include sole-source, brand-name requirement, and limited source justifications under FAR Part 8.
- Requires detailed J&A.



J&A Policy

- Each contract awarded without full and open competition shall cite a specific authority which excludes that award from competition.
- Full and open competition may not be justified on the basis of lack of advance planning or concern about available funding.
- Even with a J&A, the contracting office must solicit offers from as many potential sources as possible.
- When brand name is needed and justified but is not necessarily sole source, a 13-part J&A is still required
- When an acquisition contains brand name specifications, the Contracting Officer must post the brand name justification or other documentation to FedBizOpps.Gov with the solicitation.
- The J&A approval authority is determined by the total anticipated dollar value of the buy, including options.



J&A: FAR 6.302

FAR 6.302 provides 7 statutory exceptions to Full and

Open Competition:

- 1) Only One Responsible Source (FAR 6.302-1)
- 2) Unusual and Compelling Urgency (FAR 6.302-2)
- 3) Industrial Mobilization or Experimental, Developmental, or Research Work (FAR 6.302-3)
- 4) International Agreement (FAR 6.302-4)
- 5) Authorized or Required by Statute (FAR 6.302-5)
- 6) National Security (FAR 6.302-6)
- 7) Public Interest (FAR 6.302-7)



Of these 7, THE 3 MOST FREQUENTLY USED ARE:

FAR 6.302-1 is the sole source exception. The J&A must describe why the requirement must be purchased from a specific source. This exception is for brand specific items as well as source specific requirements.

FAR 6.302.2 is the unusual and compelling urgency exception. The J&A must describe the circumstances leading up to the urgency. Only the urgently-needed quantity may be purchased under this type of J&A. Urgent doesn't mean sole source. Even an urgent buy will be competed among all known interested sources.

FAR 6.302-5 provides an exception from competition for requirements whose source is **mandated by law**. Use this exception when the acquisition must be made from a specific source (Federal Prison Industries or Nonprofit Agencies for the Blind or other Severely Disabled). Examples of mandatory sources are listed in **FAR Part 8**.



Brand Name J&A

- “Brand name” and “brand name or equal” descriptions may limit competition; limit participation by small business concerns; preclude acquisition of the newest, most technologically advanced products; and/or result in less than best value acquisitions for the Government. To promote Vendor-neutrality to the maximum extent practicable, certain conditions must be met in order to use brand name/brand name or equal.
- For **brand name or equal** requirements, the item description *must* be followed by the words “or equal.” In addition to the **brand name**, the **purchase description must include a general description of salient physical, functional, or performance characteristics of the brand name item that could be satisfied by an “equal” item to be acceptable for award**. Written approval from a warranted Contracting Officer, whose warrant level is greater than or equal to the value (including options) of the requirement, is required to authorize use of brand name or equal specifications. For brand name/brand name or equal requirements, the Contracting Officer must include the provision at **FAR 52.211-6** in the Solicitation.
 - **Discouraged practice, RCO Contracting Officers will rarely use this approach.**



J&A Miscellaneous Info

- Types of Templates:
 - FAR 16 Part J&A for Other Than Full and Open Competition.
 - Sole source justification for simplified acquisitions over \$3,000 and up to \$150,000 for supplies and services.
 - Limited Sources Justification (GSA requirements)
- J&A's over \$150K require Legal Counsel review.



J&A

- Follow the template exactly and must touch-on all points.

USE ONLY FOR MARCOR I&L PROCUREMENT ACTIONS

USMC Other Than Full and Open Competition Justification & Approval
 For Actions Greater than the Simplified Acquisition Threshold
 and Acquisitions Pursuant to FAR 13.5 – Test Program for
 Certain Commercial Items Template

Template Version October 2009

Use the template outlined below for acquisitions valued at greater than the simplified acquisition threshold and acquisitions pursuant to FAR Subpart 13.5 when using the other than full and open competition authorities outlined in FAR Subpart 6.3.

Tailor all aspects of this template to the individual acquisition and ensure that any template areas providing sample language or instructions (e.g. italicized and/or red language) are deleted prior to submitting a completed Justification & Approval (J&A). (Note: Bold italicized red language denotes instructions for preparing the J&A; regular type italicized red language denotes sample language.) When preparing the J&A, use Contracting Office letterhead.

This template is not applicable to acquisitions at or below the simplified acquisition thresholds defined in FAR 2.101. For those acquisitions, use the "USMC Sole Source Justification for Simplified Acquisitions Template".

J&A No. (e.g., RCO-NE 10001)

Insert title, centered on page

*For a Class J&A under NMCARS 5206.303-1(c) use:
 "CLASS JUSTIFICATION AND APPROVAL FOR
 USE OF OTHER THAN FULL AND OPEN COMPETITION"*

OR

*For all other acquisitions under Full Screen ▾
 as well as those under the FAR 13.5 test Close Full Screen :
 "JUSTIFICATION AND APPROVAL FOR
 USE OF OTHER THAN FULL AND OPEN COMPETITION"*

1. Contracting Activity. *Specify the contracting activity responsible for this action.*

Example: "Marine Corps Regional Contracting Office Northeast, Quantico, VA"

2. Description of Action Being Approved.



Market Research

- Market Research: Exploring the variety of potential sources that may be able to meet the Government's requirement.
- Required for all acquisitions in order to help DoD acquisition personnel deal with commercial practices that are commonplace in the private sector.
- Effective market research leads to:
 - Reduced acquisition costs and cycle times
 - Greater access to a greater variety products, services and technologies to fulfill the Government requirement.





Market Research

- The following Federally mandated sources for satisfying a Government requirement are listed in [FAR 8.002](#) in descending order of priority:
 - Supplies
 - Agency inventories
 - Excess from other agencies
 - Federal Prison Industries
 - Products available from the Committee for Purchase from People who are Blind or Severely Disabled (see [FAR Subpart 8.7](#))
 - Wholesale supply sources
 - Mandatory Federal Supply Schedules
 - Optional Federal Supply Schedules
 - Commercial sources
 - Services
 - Services available from the Committee for Purchase from People who are Blind or Severely Disabled
 - Mandatory Federal Supply Schedules
 - Optional Federal Supply Schedules
 - Federal Prison Industries or commercial sources



Market Research

- FAR Part 10 requires market research appropriate to requirement
- Assists in determining how requirement will be procured
- Used in determining if requirement is commercial or non-commercial
- Documents history of your market research



Commercial Item?

- **Commercial Item**

A supply or service regularly used in the course of normal business operations in the private sector. For example, an automobile is an example of a commercial item even if modifications are needed to make it suitable for use by military security forces. FAR Part 12 (Acquisition of Commercial Items).

- **Non-Commercial Item**

An existing item used exclusively for Governmental purposes at the federal, state, or local levels, or by a foreign government. These items do not qualify as commercial items because they have not been subjected to the supply and demand forces at work in the commercial marketplace.



Security Classification Form

- Requirements for TS/SCI access requires a waiver
- DD Form 254
<http://www.usaid.gov/policy/ads/500/dd254.pdf>
- Guide for preparation of DD Form 254
<http://www.usda.gov/da/infosec/DD254.pdf#search='DD%20Form%20254'>

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION (The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)			1. CLEARANCE AND SAFEGUARDING	
			a. FACILITY CLEARANCE REQUIRED	
			b. LEVEL OF SAFEGUARDING REQUIRED	
2. THIS SPECIFICATION IS FOR: (X and complete as applicable)		3. THIS SPECIFICATION IS: (X and complete as applicable)		
a. PRIME CONTRACT NUMBER		a. ORIGINAL (Complete date in all cases)	DATE (YYYY/MM/DD)	
b. SUBCONTRACT NUMBER		b. REVISED (Supersedes all previous specs)	REVISION NO.	DATE (YYYY/MM/DD)
c. SOLICITATION OR OTHER NUMBER	DUE DATE (YYYY/MM/DD)	c. FINAL (Complete item 6 in all cases)	DATE (YYYY/MM/DD)	
4. IS THIS A FOLLOW-ON CONTRACT? <input type="checkbox"/> YES <input type="checkbox"/> NO. If Yes, complete the following: Classified material received or generated under _____ (Preceding Contract Number) is transferred to this follow-on contract.				
5. IS THIS A FINAL DD FORM 254? <input type="checkbox"/> YES <input type="checkbox"/> NO. If Yes, complete the following: In response to the contractor's request dated _____, retention of the classified material is authorized for the period of _____				
6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)				
a. NAME, ADDRESS, AND ZIP CODE	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)		
7. SUBCONTRACTOR				
a. NAME, ADDRESS, AND ZIP CODE	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)		
8. ACTUAL PERFORMANCE				
a. LOCATION	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)		
9. GENERAL IDENTIFICATION OF THIS PROCUREMENT				
10. CONTRACTOR WILL REQUIRE ACCESS TO:		YES	NO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION				a. CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY
b. RESTRICTED DATA				b. RECEIVE CLASSIFIED DOCUMENTS ONLY
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION				c. RECEIVE AND GENERATE CLASSIFIED MATERIAL
d. FORMERLY RESTRICTED DATA				d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE
e. INTELLIGENCE INFORMATION				e. PERFORM SERVICES ONLY
(1) Sensitive Compartmented Information (SCI)				f. TRANSMIT, STORE, OR RECEIVE INFORMATION THROUGH THE U.S. INFORMATION SYSTEMS OF THE GOVERNMENT, CONTRACTOR, OR A GOVERNMENT ACTIVITY
(2) Non-SCI				g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION SYSTEMS, DEFENSE INFORMATION SYSTEMS, OR DEFENSE INFORMATION DISTRIBUTION CENTERS
f. SPECIAL ACCESS INFORMATION				h. REQUIRE A COMSEC ACCOUNT
g. NATO INFORMATION				i. HAVE TEMPEST REQUIREMENTS
h. FOREIGN GOVERNMENT INFORMATION				j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS
i. LIMITED DISSEMINATION INFORMATION				k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE
j. FOR OFFICIAL USE ONLY INFORMATION				l. OTHER (Specify)
k. OTHER (Specify)				

DD FORM 254, DEC 1999 PREVIOUS EDITION IS OBSOLETE. Adobe Professional 7.0



Source Selection Plan

- For negotiated contracts greater than \$10,000,000, a formal source selection organization shall be used and the Source Selection Plan (SSP) shall be forwarded to ADC, I&L (Contracts) for approval prior to issuance of the Solicitation. See MAPS Subpart 15.3 and MAPS Appendix I for more information.
 - SSP contains source selection sensitive information. FAR 2.101
 - Source Selection Evaluation Board (SSEB) members must sign a non-disclosure agreement (NDA)



ACQUISITION Plan

- Required for contracts over \$50M
- A formal Acquisition Plan is required by DFARS 207.103(d)(i). The RCO will assist the requiring official in the formal plan. Implementing instructions for development of this plan can be found at FAR Part 7 and its supplements. Subpart 7.105 contains the detailed requirements for the acquisition plan itself.
- When required, the formal plan must be staffed and approved prior to announcement and solicitation of the requirement.



IT Waiver

- RCO-NCR Contracting Officers are not authorized to procure IT equipment or to permit their Contractors to obtain IT-related items.
 - All IT requirements to include:
 - Computer hardware
 - Operating system software within the USMC
 - Must be purchased by MCSC from one of the Marine Corps Common Hardware Suite contract vehicles. Waivers to this process may be sought.
 - Detailed instructions and to apply for an IT waiver, visit the <https://hqqdod.hqmc.usmc.mil/itproc.asp>



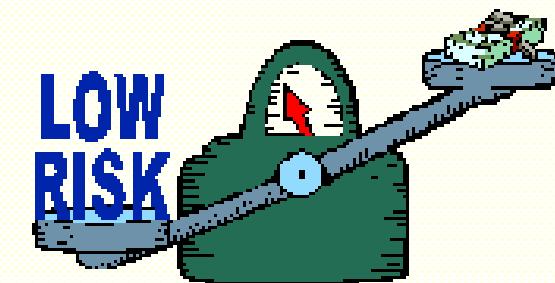
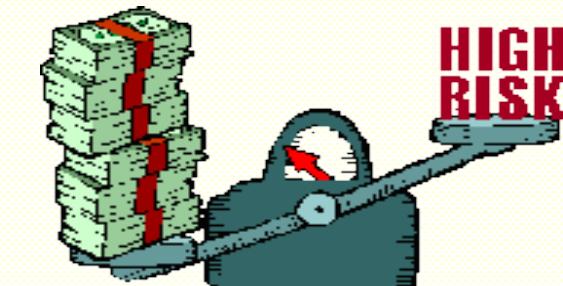
Additional Info

- Contract Types
- Set-Asides
- Mandated Sources
- Performance Based Acquisitions
- Suggested Sources for future requirements



Contract TYPES

- **Fixed-price** contracts, the Contractor is paid a firm price. The risk of performance is squarely on the Contractor's shoulders. To the extent the Contractor is efficient and reduces costs of performance, the Contractor can earn more profit.
- **Cost-reimbursement** contracts, payments are provided from allowable incurred costs to the extent prescribed in the contract. This type is suitable for when uncertainties in contract performance do not permit the formulation of a fixed price with sufficient accuracy. They may be used when the Contractor's accounting system is adequate for determining costs applicable to the contract and when an appropriate level of Government surveillance is available. Cost-reimbursement contracts cannot be used for procuring standard commercial items.



The risk of the performance for these types of contracts is shifted to the Government.



Priority Sources, Set-Asides, Competition – And YOU!

- **DoD mandates prioritized sources – via statutes & regs!**
 - Mandatory sources for certain products they provide:
 - I.E. FPI (UNICOR), JWOD (NIB/NISH), DAPS (printing services), SYSCOM for computer supplies, and some FSS mandatory contracts.
 - If they cannot provide it, your CO may seek to procure it from a commercial source.
 - Your CO will advise you of the order of priority...just understand that priority exists!
- **Socio-economic rules are not just for fun – it's DoD policy!**
 - Provide maximum practicable opportunities to Small Business (SB) concerns.
 - Outside of the required set-asides, DoD first looks to see if Small Businesses can do the work.
 - Certain thresholds automatically reserved for certain sized businesses:
 - \$2.5K - \$150K automatically set-aside for small business.
 - >\$150K – look to SB first, if more than two appear capable, it is set-aside.
 - Monitored to goals & reported to Congress
 - Other programs:
 - 8(a), Woman-Owned, Service Disabled Veteran Owned, HubZone, etc...



Small Business Coordination Record (DD 2579)

- Contracting Office will prepare a DD Form 2579 and provide it to the cognizant Small Business Specialist (SBS): Wanda Cooper @ RCO-NCR
- The order of small business considerations using SAP is as follows (in order of precedence):
 - Award under the SBA 8(a) Business Development Program
 - Very Small Business (VSB) Set-Aside
 - Total Small Business Set-Aside
- The following may also be considered under SAP:
 - Service-Disabled Veteran-Owned Small Business (SDVOSB)
 - Small Disadvantage Small Business
 - Woman-Owned Small Business
 - HUBZone Small Business (2 or more – must be set-aside IAW FAR 19.1305)



Performance-Based Acquisition Continued

- FAR 37.601(b): Performance-Based contracts for services shall include —
 - A performance work statement (PWS);
 - Measurable performance standards (*i.e.*, in terms of quality, timeliness, quantity, etc.) and the method of assessing contractor performance against performance standards (QASP); and
 - Performance incentives where appropriate.



Suggested sources

- IN-HOUSE IDIQ Contracts
 - Conference Support
 - Financial Management Support
- SEAPORT (Navy) IDIQ Contract
- GSA



SEAPORT-E Scope

SeaPort Enhanced (SeaPort-e) contains scope in 22 areas:

- 1) Research and Development Support
- 2) Engineering, System Engineering and Process Engineering Support
- 3) Modeling, Simulation, Stimulation, and Analysis Support
- 4) Prototyping, Pre-Production, Model-Making, and Fabrication Support
- 5) System Design Documentation and Technical Data Support
- 6) Software Engineering, Development, Programming, and Network Support
- 7) Reliability, Maintainability, and Availability (RM&A) Support
- 8) Human Factors, Performance, and Usability Engineering Support
- 9) System Safety Engineering Support
- 10) Configuration Management (CM) Support
- 11) Quality Assurance (QA) Support
- 12) Information System (IS) Development, Information Assurance (IA) and Information Technology (IT) Support
- 13) Inactivation and Disposal Support
- 14) Interoperability, Test and Evaluation, Trials Support
- 15) Measurement Facilities, Range, and Instrumentation Support
- 16) Logistics Support
- 17) Supply and Provisioning Support
- 18) Training Support
- 19) In-Service Engineering, Fleet Introduction, Installation and Checkout Support
- 20) Program Support
- 21) Functional and Administration Support
- 22) Public Affairs and Multimedia Support

http://www.seaport.navy.mil/main/home/seaport-e_scope.html



GSA

- To provide Federal agencies and other customers with a simplified process for obtaining commonly used commercial products and services at prices associated with volume buying.
- Schedule contracts with commercial businesses are indefinite-delivery-indefinite-quantity (IDIQ) contracts:
 - Permit Schedule users to order products and/or services as long as the order conform to the Schedule contract terms and conditions;
 - Include a minimum order threshold; and
 - Include a maximum order threshold.



Questions?





Part III

acquisition Execution (award Phase)

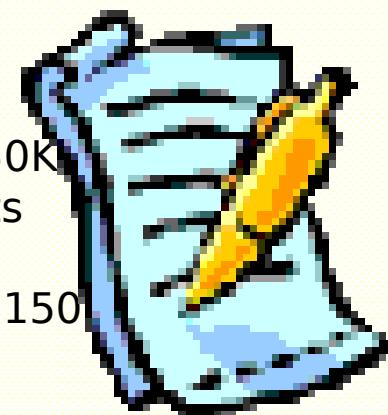
- Publicizing the Requirement
- Solicitation
- Evaluation – Source Selection
- Contract Award

Underlying themes in acquisition process are Competition and Small Business.



CONTRACTING Methods

- **FAR Part 12: Acquisition of Commercial Items**
(Products or services sold to the general public, customarily available in the commercial marketplace. Preferred acquisition method of the Federal Government. Implements Federal Acquisition Streamlining Act of 1994. May use combined synopsis/solicitation procedures). Short acquisition time. Firm-Fixed-Price contracts. Examples: audiovisual equipment, graphics supplies, training courses, newspaper subscriptions. Award on SF Form 1449.)
- **FAR Part 13: Simplified Acquisition Procedures**
(Small purchases. Non-commercial products or services up to \$150K and Commercial items exceeding \$150K up to \$6.5M. Implements Federal Acquisition Streamlining Act (FASA). Includes Blanket Purchase Agreements (BPAs). Acquisitions exceeding \$3K up to \$150K reserved exclusively for small business. Short acquisition time. Firm-Fixed-Price contracts. Award on DD Form 1155.)
- **FAR Part 15: Contracting By Negotiation**
(Large contracts. Non-commercial actions greater than \$150K. Commercial items greater than \$6.5M. Fixed Price, Cost-Reimbursement, and IDIQ contracts. Formal source selection procedures. Generally longer acquisition time. Award of SF Form 26. Example: USMC Regional Garrison Food Service Contract)





Publicizing the Requirement

- Publicizing proposed contract actions increases competition and helps to meet federal socio-economic policies (small business).
- The Small Business Act and FAR Part 5 requires Contracting Officers to publicize proposed contract actions expected to exceed \$25,000 through the on-line Government-wide Point of Entry (<http://www.fedbizopps.gov/>).
- The notice may be posted at least 15 days before issuing a solicitation (RFP). (Length of posting depends on type & complexity of requirement.)





Exceptions to the Requirement to Publicize

- FAR 5.202 lists 14 exceptions to publicizing requirement:

 1. National Security or classified information
 2. Unusual or Compelling Urgency and the Government would be injured
 3. Foreign Government or International Treaty
 4. Action required by statute
 5. Action for utility services and only one source available
 6. Action is an order under an existing IDIQ Contract
 7. Action results from acceptance of a proposal under the Small Business Innovation Development Act
 8. Action results in acceptance of an unsolicited research proposal for a unique and innovative concept
 9. Action is for perishable subsistence (food) supplies and advance notice is not appropriate
 10. Action is for brand name commercial items for authorized resale
 11. Action is for terms under an existing contract that was previously synopsized
 12. Action is by a Defense Agency for a contract to be performed outside the U.S.
 13. Action is for an amount not to exceed SAP through FedBizOpps and permits public to respond to RFP electronically.
 14. Action is for services of an expert to support the Federal Government in any litigation or dispute

- Requirements between \$15,000 and \$25,000 need to be posted in a public place.
- Under \$15,000: Publicizing not required.



Procurement Acquisition Lead Times (PALT)

PROCUREMENT ACQUISITION LEAD TIMES (PALT)	
Dollar Value of Procurement Action	Maximum Administrative Processing Time *
\$0.00 - \$24,999.99	1-2 months
\$25,000 - \$150,000.00	2-3 months
Any order against an existing contract (GSA Schedule, GWAC, IDIQ contract)	1-2 months
\$150,001.00 - \$549,999.99	3-5 months
\$550,000.00 - \$4,999,999.99	5-6 months
\$5,000,000.00 - \$9,999,999.99	7-8 months
\$10,000,000.00 and up	9-12 months

* Starting with the date that a completed procurement package is received in the acquisition office. Processing times vary depending on size, complexity, and overall nature of the requirement.

III defined, ambiguous and “impossible to perform” requirements result in increased PALT.



Micro-Purchase Threshold (\$3,000)

- Defined in FAR 2.101
- For requirements up to \$3,000
- The Government-wide Commercial Purchase Card (GCPC) is the preferred method to purchase and pay for micro-purchases. GCPC may not be used when terms and conditions apply to the procurement.
 - The purchaser (card holder) must be authorized and trained pursuant to agency procedures.
 - The RCO POC is the Branch GCPC office, Barbara Loving, (703) 784 - 2921.
 - Do not abuse this method of acquisition.



Simplified Acquisition Procedures

- Simplified Acquisition Procedures allows Contracting Officers to acquire supplies or services under the following circumstances:
 - Using appropriated funds for an acquisition in which the aggregate amount of supplies or services does not exceed the Simplified Acquisition Threshold (SAT) \$150K Commercial or Non Commercial Supplies and Services as defined in FAR 2.101.
 - Procuring commercial supplies or services greater than \$150K but not exceeding \$6.5 million including Option Years, in accordance with FAR Subpart 13.5.
- SAP was developed to accomplish the following:
 - Reduce administrative costs.
 - Improve opportunities for Small, Small Disadvantaged, Women-Owned, Veteran-Owned, 8(a), HUBZone and Service-Disabled Veteran Owned Small Businesses.
 - Promote efficiency and economy in contracting.
 - Avoid unnecessary burdens for agencies and Contractors.
- Acquisitions exceeding \$3K up to \$150K are reserved exclusively for small business.
- Simplified acquisitions follow the same basic contracting process as all procurements, involving progression through the five contracting phases: Planning, Solicitation, Evaluation, Award, and Post-Award.
- Do not split requirements to meet SAP threshold.
- RO encouraged to submit 3 suggested sources (POC, Vendor's name, Phone #)



Solicitation Response Times

- Contracting Officers allow 30-days for responses.
- For Commercial Items within the simplified acquisition threshold, the Federal Acquisition Regulation permits Contracting Officers to use streamlined solicitation procedures (combined synopsis/solicitation).





RFP/Contract Composition

- Section A - Solicitation/Contract Form (SF-1449, SF-1155, SF-26)
- Section B - Supplies/Services - Prices (CLINs)
- Section C - PWS/SOW
- Section D - Packaging and Marking (Best commercial practices)
- Section E - Inspection and Acceptance (Inspection & Acceptance clause)
- Section F - Deliveries or Performance (Delivery dates, Period of Performance)
- Section G - Contract Administration Data (Accounting & Appropriation Data)
- Section H - Special Contract Requirements (key personnel, travel)
- Section I - RFP provisions/Contract clauses
- Section J - Exhibits and Attachments (Examples: CDRLs, DD254, QASP)
- Section K - Representations and Certifications (Small Business certs)
- Section L - Instructions to Offerors on how to submit proposal to RFP
- Section M - Evaluation Factors for Award (How the Gov't will evaluate proposals. Must mirror Source Selection Plan.)
- Evaluation factors are generally developed in three groups. These are:
 - Technical Capability
 - Performance Execution and Management
 - Past Performance
 - Price



Source Selection Considerations

- *Source selection* is the contracting process used to select the offer that provides the *best value* to the Government.
- Contracting Officers seek to obtain the **best value** with the use of various source selection considerations. The relative importance of the price of an item varies for different types of acquisitions. (Example: Technical Capability is more important than Past Performance; Technical Capability and Past Performance together are significantly more important than Price.)
- The source selection process can range from a relatively simple one to quite complex depending on your requirement.





Source Selection for Major Acquisitions

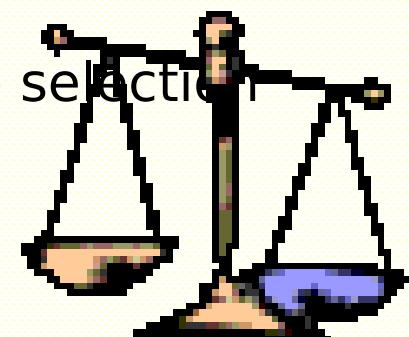
- *Source Selection Plan (SSP)* is the roadmap for the entire formal source selection process. Internal document describing the source selection organization, how the source selection will be conducted, and how proposals will be evaluated for best value award. (The SSP is reviewed by the Legal Counsel and approved by the Source Selection Authority.)
- Source Selection Authority (SSA), responsible for the proper and efficient conduct of the source selection process.
- Source Selection Evaluation Board (SSEB): Also referred to as the source selection evaluation team, the SSEB consists of a chairperson and members who are experienced Government contracting, technical, and management personnel.
- An example of a major acquisition would be the USMC Regional Garrison Food Service Contract.





Evaluation Methodology

- The source selection team evaluates both price and non-price (technical capability and past performance) factors to award a contract to the offeror proposing the best value to the Government.
- The best value determination may involve a trade-off process where award to other than the lowest priced offeror or award to other than the highest technically rated offeror is in the best interest of the Government.
- Lowest Price Technically Acceptable (LPTA) source selection process may still be used when appropriate.





The Contract Award

- Three common forms used in DoD contracting to make the actual award are the:
 - SF 1449, Solicitation/Contract/Order for Commercial Items.
 - The SF 1449 is used for commercial items (supplies/services). Examples: computers, audiovisual equipment, graphics supplies, training courses, newspaper subscription delivery services.
 - DD Form 1155, Order for Supplies or Services.
 - DD Form 1155 is used for non-commercial item purchases within the simplified acquisition threshold of \$150K.
 - SF 26, Award/Contract, for Large, Non-Commercial Item Contracts. Examples: USMC Regional Garrison Food Service Contract, Expeditionary Fighting Vehicle, MRAP

Questions?





Part iv

contract administration

(Post-award phase)

- Unauthorized Commitments
- Changes to the Original Contract Terms and Conditions
- Contract Payment and Contract Closeout



Unauthorized Commitments

Unauthorized Commitments

**Installations and Logistics (Contracts)
Headquarters, United States Marine Corps**

http://contractapps.hqi.usmc.mil/uc_flash/uc_flash1.htm
Click on Image Above to Watch 7 min Flash Video on UC's



Ratifications

- Rule #1. Only the Contracting Officer can obligate the Government.
- Rule #2. Avoid making unauthorized commitments. Always check with Contracting Officer.
- The Contracting Officer must ensure that other Government personnel engaged with the Contractor's performance are not authorizing the Contractor to perform unintended changes to the contract that could incur unanticipated costs to the Government.
- These "unauthorized commitments" are defined in the Federal Acquisition Regulation as "an agreement or purchase that is not binding solely because the Government representative who made it lacked the authority to enter into that agreement on behalf of the Government.



Contract Modification

- Only Contracting Officers can execute modifications of Government contracts.
- **Unilateral modifications** are signed only by the Government's Contracting Officer, and are used to:
 - Make administrative changes (Example: provide funding)
 - Issue change orders (Example: make within scope changes)
 - Make changes authorized by other contract clauses (Example: exercise an option year per FAR Clause 52.217-5, .
- **Bilateral modifications** (also known as supplemental agreements) are modifications that require both Government and Contractor signatures. Typically used to:
 - Make negotiated changes.
 - Make equitable adjustments.
 - Both of the above bilateral modifications usually involve actions that have a cost impact to the contract.





Changes to the Original Contract

Terms and Conditions

- The Government and Contractor are obligated to do what the contract says, unless it is legally modified.
- SF 30, Amendment of Solicitation/Modification of Contract issued to:
 - Terminate a contract.
 - Change in customer requirements.
 - Contractors switching financial institutions or merging with other businesses.
 - Change to the original contract -even if it's only a relatively minor detail.



CONTRACT MODIFICATION REQUESTS

- Modifications must be within scope of the original contract.
- Submit PR to RCO to include:
 - Funding
 - Requested changes and/or revised PWS
 - Modification rationale
 - IGCE



Contract Terminations

- A **Termination for Convenience** ("T4C") occurs when the Government terminates a contract despite full contractor compliance with its contractual obligations. The Government's right to T4C is one of the most unique provisions of Government contracting, with no counterpart in common law contracting.
- "**Termination for Cause**" applies to commercial contracts, while "**Termination for Default**" (T4D) applies to contracts for non-commercial items.



Termination Notices

- **Cure Notice** Before the Contracting Officer can issue a termination order, he or she is required to issue a *cure notice*. This specifies the extent of the Contractor's failure and provides the Contractor a period of 10 days in which to "cure" the failure. A cure notice is required in all cases for cost-reimbursement type contracts. For fixed-price contracts, it is required in all cases except for failure to deliver supplies or to perform a service on time.
- **Show Cause Notice** This notice is issued when there is not sufficient time remaining in the delivery schedule to cure the problem (normally 10 days) or if the Contractor failed to correct a problem identified in an earlier *cure notice*. The show cause notice advises the Contractor of the consequences of a termination, and asks the Contractor to "show cause" why the contract should not be terminated.





Exercising option years

- The Program Office and/or COR should be aware of the contracts they have in-house. How many option years each has and what option year they are in.
- Program Office needs to ask themselves the following questions:
 - (1) Is there a continued need for the services performed under this contract?
 - (2) Are there sufficient funds available to exercise this Option?
 - (3) Do you wish to have this Option exercised?
 - (4) Has the Contractor's performance been satisfactory?
- If the answers to the above questions are “yes,” then provide written response to the Contract Specialist to have the Contracting Officer notify the Contractor of the Government’s intent within the specified time period in the contract, allowing sufficient time for the Contractor to make decisions regarding resources.
- Typically 60-90 days prior to the Option performance start date or the lead time otherwise stated in the contract.
- The Contracting Officer makes this notice in good faith; however, the Government is not bound to exercise the Option, should circumstances warrant, even after the notification of intent has been given. (FAR Clause 52.217-9, “Option to Extend the Term of the Contract”)



Contract Payment and Contract Closeout

- In closing out contract, COR verifies to Contracting Officer that all goods and services were received.
- Contracting Officer verifies with Contractor and DFAS that payments have been made
- Electronic invoicing, receipt of goods (DD250), and Payment approval via Wide Area Workflow (WAWF).





CPARS

- Contractor Performance and Assessment Reporting System (CPARS)
 - DoD system for reporting contractor performance.
 - Requiring activity (COR) responsible.
- CPARS reports are required:
 - Annually:
 - Contracts over the Simplified Acquisition Threshold (SAT) of \$150K
 - Delivery orders and task orders in excess of the SAT threshold of \$150K
 - Construction Contracts of \$550K or more
 - Architect-Engineer Services Contracts of \$30K or more
 - CPARS Rating indicative of future performance
 - Ratings used in future Acquisitions.
 - Contractor motivated towards excellence.
 - Can be used in source selection evaluations of past performance.

Questions?





Part V

economy act

Determinations & Findings

(D&F)



Economy Act Vs. Non-Economy Act Orders

- Economy Act Order - Congress enacted the Economy Act, 31 U.S.C. § 1535, which permits one Federal agency to provide goods or services to another Federal agency, or to another account within the same agency, when the requirements of the Economy Act have been met. The Economy Act is an enabling piece of legislation and without it there would be no legal authority to transfer funds between Federal Agencies.
- Non-Economy Act Order - Non-Economy Act Orders may be placed with a Federal agency that has the specific statutory authority to support other Federal agencies. Agencies like the General Services Administration (GSA) and the Department of Interior have been given the authority to support other Federal agencies through the Acquisition Services Fund (GSA) and various Franchise Funds (DOI). A transfer of requirements and funds to one of these entities is technically not pursuant to the Economy Act, thus the term "Non-Economy Act Orders."



D&F Components

- Assisted Acquisition – Contract action placed on behalf of the Marine Corps by an official outside of the Marine Corps.
 - NAVCOMP 2275 to SPAWAR, SPAWAR KO places contract action
- Assisting Agency – The agency/department/activity outside of the Marine Corps with contracting responsibility for a Marine Corps requirement.
- Direct Acquisition – Contract action placed by a Marine Corps KO against a contract vehicle established outside of the Marine Corps.
 - Delivery Order placed against GSA Schedule by Marine Corps KO
- Requiring Activity – Activity with the bona fide need, appropriate funds and well defined performance based statement of work or requirement or equipment list.



Required Citations

- **For Economy Act Order:**

31 U.S.C. 1535; Sec 854 FY05 NDAA; Sec 813 FY06 NDAA; FAR 17.5; DFARS 217.5, 217.78; MAPS 17.503; DASN(ACQ) memo of 1 Dec 06 "Acquisition of Services - MOPAS 2"; OASN(FM&C) memo of 30 Mar 07 "Advance Payments to Non-DoD Federal Agencies for Interagency Acquisitions"

- **For Non-Economy Act Order:**

Sec 854 FY05 NDAA; Sec 813 FY06 NDAA; DFARS 217.78; USD(C) memo of 16 Oct 06 "Non-Economy Act Orders"; OASN(FM&C) memo of 31 Jan 07 "Non-Economy Act Orders with Non-DoD Agencies"; DASN(ACQ) memo of 1 Dec 06 "Acquisition of Services - MOPAS 2"; OASN(FM&C) memo of 30 Mar 07 "Advance Payments to Non-DoD Federal Agencies for Interagency Acquisitions"



Findings

1. Requiring Office. Provide the name of the requiring office, including the Requiring Individual in the following format.
 - a. Name of Activity:
 - b. Activity Mailing Address:
 - c. DoD Activity Address Code (DoDAAC) for requiring office:
 - d. Requiring Individual name, telephone, and e-mail address:

2. Assisting Agency. Provide the name of the Government Agency that will receive the funds and provide or procure the required goods or services. Provide the name of the assisting agency in the following format.
 - a. Name of Agency:
 - b. Address of Agency:
 - c. Name of Agency Point of Contact (POC) or Contracting Officer:
 - d. Telephone and e-mail address of POC or Contracting Officer:



Findings (CONT.)

3. Service Provider. Describe how the Assisting Agency will perform the requirement, e.g., by means of a contract or by use of its own resources. For services acquisitions, provide the following pursuant to Table 3 of ASN(RD&A) policy memo of 01 December 2006:

- a. Types and amounts (man hours) of services acquired.
- b. Type of contract vehicle (i.e., fixed price/cost-type/T&M).
- c. Whether or not the contract action was/will be performance based.
- d. Extent of competition received in placing the action. Where practicable, include the number of offerors, contractor name, and contract number to be utilized.
- e. Whether the contractor is a large business, an educational or non-profit, a small business and type of small business (i.e., small business, small disadvantaged, woman-owned, HUB-zone, etc. (FAR Part 19)) or a required source of supply (FAR Part 8).

4. Non-Economy Act Order Authority. For Non-Economy Act Orders only, provide the statutory authority for the GSA Acquisition Services Fund or the Franchise Fund. (See page L-7) **(Not Applicable for Economy Act Orders)**



Findings (CONT.)

5. Description of the Requirement. (Requirement + Funds + For Specific Period)

Provide a description of the type of goods or services to be provided or procured. Details concerning the requirement will be explained in the following format.

- a. The Requirement. The Requiring Individual is to provide a firm, clear, specific, and complete description of the goods or services to be ordered. The use of generic descriptions is not acceptable. In addition, attach a copy of the specification (for supplies) or Performance Work Statement (PWS) (for services). For services attach a copy of the Quality Assurance Surveillance Plan (QASP).
- b. Acquisition Planning and Market Research. Provide documented evidence of the Acquisition Planning and Market Research that was conducted in accordance with FAR Part 7 and 10.
- c. Cost Estimate. Provide an Independent Government Cost Estimate for the requirement and the basis for that estimate.
- d. Performance or Delivery. Provide specific performance or delivery requirements, e.g., delivery dates, or for services include proposed period of performance.
- e. Contracting Officer's Representative (COR). Identify the Government Official who will be the COR for the requirement who will oversee the performance and accept the services to be provided. The COR must be properly trained and appointment in writing by the Contracting Officer.
- f. DoD-Unique Terms and Conditions. Provide any terms, conditions, and requirements to comply with DoD/DON-unique statutes, regulations, directives and other requirements, e.g., 10 U.S.C. 2410a - severable services; Berry Amendment.



Findings (CONT.)

6. Certification of Funding Data by Comptroller.

- a. Provide a statement as to the funds to be used for the requirement to include Fiscal Year, Type of Funds, and Dollar Amount, e.g., FY07, O&M, MC; PMC; RDT&E; and \$11.5M. A table will be used to describe a situation where more than one year or type of funds will be used to support the requirement.
- b. Certify that the funds cited on the order serve a bona fide need arising, or existing, in the fiscal year or years for which the appropriation is available for obligation.
- c. Certify that the type of funding provided is appropriate for the goods or services being acquired.
- d. Certify that funds will be deobligated as outlined in enclosure (1), paragraph D.2. of the OASN(FM&C) memo dated 31 January 2007.
- e. If the General Services Administration (GSA) Acquisition Services Fund or a Franchise Fund is to be used, and advance payment is contemplated, cite the specific statutory authority that authorizes the Marine Corps to agree to the advance payment. See the OASN(FM&C) memo of 30 Mar 07 "Advance Payments to Non-Department of Defense Federal Agencies for Interagency Acquisitions".



Findings (CONT.)

7. Cost/Fees. Identify fees, if any, negotiated by the Marine Corps Contracting Officer that are to be charged by the Assisting Agency to process and administer the order. Include fee percentage and estimated dollars. If for more than one year, use a table format.
8. Justification and Rationale for the Action. Explain why the use of an Economy Act Order or Non-Economy Act Order is in the best interest of the Marine Corps in terms of the following.

Address whether the Assisting Agency: (A) Will satisfy the requirement under an existing contract the Assisting Agency has in place to meet its own needs; (B) Has capabilities or expertise to enter into a contract for the requirement the Marine Corps does not have; and/or, (C) Has the capability to perform and will perform the requirement with its own resources.

Regardless of which rationale is used, address how the approach supports the following:

- a. Satisfying Marine Corps customer requirements;
- b. Cost effectiveness (taking into account discounts and fees);
- c. Delivery schedule;
- d. Non-availability of suitable contracts within the Marine Corps;
- e. Ease of contract administration and any other applicable considerations.



Determination

DETERMINATION

- A. The use of an (Economy Act Order) or (Non-Economy Act Order) is in the best interest of the Government.
- B. This requirement cannot be obtained as conveniently or economically by contracting directly with a private source.
- C. DoD/DON unique terms and conditions were provided to the assisting agency and will be included in the contract award.
- D. Funding is available and appropriate for the acquisition.

If the assisting agency will be contracting for the goods and services, choose at least one of the

following and insert as paragraph E in the Determination section of the D&F:

- (E.) The acquisition will appropriately be made under an existing contract of the Assisting Agency, entered into before placement of this (choose) Economy Act (or) Non-Economy Act Order, to meet its own requirements for the same or similar services. Goods or services being ordered are within the scope of the basic contract.
- (F.) The Assisting Agency has capabilities or expertise to enter into a contract for this requirement that is not available within the Marine Corps.
- (G.) The assisting agency is specifically authorized by law or regulation to purchase this requirement on behalf of other agencies.



APPROVALS

APPROVALS

Approved: _____

(Name & Title) _____ Date _____
Requirements/Program Management Official

Approved: _____

(Name & Title) _____ Date _____
Comptroller

Legally Sufficient: _____

(Name & Title) _____ Date _____
Procurement & Fiscal Law

Approved: _____

(Name & Title) _____ Date _____
Marine Corps Contracting Officer

() Check box if Note 1 applies.

Note 1: Department of the Navy review and approval requirements for the Management and Oversight Process for the Acquisition of Services (MOPAS) are satisfied concurrently with the approval of this D&F. (NMCARS 5237.170-2(a) and (b))



Approval Matrix For Economy Act Orders D&F

Economy Act Approvals

\$ Amount	Assisting Agency	Approval Authority	Reference
> Micro-purchase threshold - \$5M	DoD Agency	Contracting Officer	FAR 17.500; DFARS 217.500(b); NMCARS 5217.503(c)(i)(A) & (B)
> \$5M	DoD Agency	ADC,I&L(Contracts) SES	NMCARS 5217.503(c)(i)(A) & (B)
> Micro-purchase threshold - \$50M	Non-DoD Agency	ADC,I&L(Contracts) SES	NMCARS 5217.503(c)(i)(B) & 5217.7802
> \$50M - \$500M	Non-DoD Agency	DASN(A&LM)	NMCARS 5217.7802
> \$500M	Non-DoD Agency	ASN(RDA)	NMCARS 5217.7802



Approval Matrix For Non-Economy Act Orders D&F

Non-Economy Act Approvals

\$ Amount	Assisting Agency	Approval Authority	Reference
<Up to and including the SAT	Non-DoD Agency	Comptroller approval on MIPR or NAVCOMPT Form (No formal D&F required)	ASN(FM&C) memo of 31 Jan 07
>SAT - \$5M	Non-DoD Agency	Contracting Officer	NMCARS 5217.7802
>\$5M - \$50M	Non-DoD Agency	ADC, I&L(Contracts) SES	NMCARS 5217.7802
>\$50M - \$500M	Non-DoD Agency	DASN(ALM)	NMCARS 5217.7802
>\$500M	Non-DoD Agency	ASN(RDA)	NMCARS 5217.7802



D&F Requirement Package

- Includes:
 - Economy Act Orders or Non-Economy Act Orders Determinations and Findings
 - Performance Work Statement (PWS)
 - Independent Government Cost Estimate (IGCE)
 - Quality Assurance Surveillance Plan (QASP)
 - Memorandum of Understanding (MOU);
Inter-service Support Agreement (ISA); or
DD-1144



D & F Template

MARINE CORPS ACQUISITION PROCEDURES SUPPLEMENT

Appendix L—Determination and Findings - Economy Act and Non-Economy Act Orders

Sample D&F for Assisted Acquisitions Made Through DoD Agencies (e.g., Army, Navy, Air Force, DLA, DAPS) and Non-DoD Agencies (e.g., Federal Civilian Agencies to include their Franchise Funds - GSA, Agriculture, Commerce, Energy, Treasury)

(Use Contracting Office Letterhead)

Control No. In Right Header (e.g., MCI-East 10001)

Choose (Economy Act Order) or (Non-Economy Act Order)

Determination and Findings

For Economy Act Order Authority Cite the following:

31 U.S.C. 1535; Sec 854 FY05 NDA; Sec 813 FY06 NDA; FAR 17.5; DFARS 217.5, 217.78; MAPS 17.503; DASN(ACQ) memo of 1 Dec 06 "Acquisition of Services - MOPAS 2"; OASN(FM&C) memo of 30 Mar 07 "Advance Payments to Non-DoD Federal Agencies for Interagency Acquisitions"

For Non-Economy Act Order Authority Cite the following:

Sec 854 FY05 NDA; Sec 813 FY06 NDA; DFARS 217.78; USD(C) memo of 16 Oct 08 "Non-Economy Act Orders"; OASN(FM&C) memo of 31 Jan 07 "Non-Economy Act Orders with Non-DoD Agencies"; DASN(ACQ) memo of 1 Dec 06 "Acquisition of Services - MOPAS 2"; OASN(FM&C) memo of 30 Mar 07 "Advance Payments to Non-DoD Federal Agencies for Interagency Acquisitions"

FINDINGS

1. Requiring Office. Provide the name of the requiring office, including the Requiring Individual in the following format.

- a. Name of Activity:
- b. Activity Mailing Address:
- c. DoD Activity Address Code (DoDAAC) for requiring office:
- d. Requiring Individual name, telephone, and e-mail address:

2. Assisting Agency. Provide the name of the Government Agency that will receive the funds and provide or procure the required goods or services. Provide the name of the assisting agency in the following format.

- a. Name of Agency:
- b. Address of Agency:
- c. Name of Agency Point of Contact (POC) or Contracting Officer:
- d. Telephone and e-mail address of POC or Contracting Officer:



Tips to Facilitate Processing of D&Fs

- ASK THE QUESTION! Does the authority already exist to go to the Assisting Agency?
- Use the checklist!
- Keep it short and sweet
- Use Class D&F if for multiple years/recurring requirement.(not >5 yrs in duration)
- Remember, Requirement + Funds + Period – (w/expiration date).
- Activity generated control # in upper right header of all pages (ex: RCO-NE-XXXXX)
- If multiple years: (Class D&F)
 - Use tables for estimated funds by FY and fund type
 - For services use tables for labor hours/labor types
- D&F must “stand on its own”
- Package shall include:
 - 1) D&F in MS Word format
 - 2) Stand alone signature page - .pdf
 - 3) Performance Work Statement (PWS)
 - 4) Quality Assurance Surveillance Plan (QASP) (for services)
 - 5) Independent Government Cost Estimate (IGCE)
 - 6) MOA/ISA



D&F Routing Process

- Draft of Complete D&F package → submit to CL for review. Package will be returned to customer for rewrite or corrections.
- Approved D&F → returned to customer → customer provides copy to Comptroller to MIPR funds.



Useful Links

These links are deemed reliable but not accurate.

- **U.S. Small Business Administration**
<http://www.sba.gov/>
- **JWOD**
<http://www.jwod.gov/>
- **UNICOR**
<http://www.unicor.gov/>
- **Defense Acquisition University (DAU)**
<http://www.dau.mil/>
- **GSA Advantage**
<https://www.gsaadvantage.gov/>
- **Navy Electronic Commerce Online (NECO)**
<https://www.neco.navy.mil/>
- **FedBizOpps.Gov**
<https://www.fbo.gov/>
- **Central Contractor Registration (CCR)**
<http://www.ccr.gov/>
- **Wide Area Work Flow (WAWF) Training**
<http://www.wawftraining.com/>
- **Seaport**
<http://www.seaport.navy.mil/>
- **NMCI IT Waiver**
<https://hqddod.hqmc.usmc.mil/itproc.asp>
- **I&L Contract Management Process Guide (CMPG)**
<http://www.hqmc.usmc.mil/cmpg/>
- **Unauthorized Commitments Video**
https://contractapps.hqi.usmc.mil/uc_flash/uc_flash.htm
- **GSA e-Library**
<http://www.gsaelibrary.gsa.gov/ElibMain/home.do>
- **RCO-NCR's Web Page:**
<http://www.quantico.usmc.mil/activities/?Section=RCO>
-

Questions?

